

While You Are Disabled and Unable to Work

If you become disabled and are unable to work you may be approved for a disability leave of absence. To be granted a disability leave, you must furnish satisfactory medical evidence that you are unable to discharge your job responsibilities as a result of disability.

In the usual case, you will continue to receive your regular salary for the first week of your disability. Thereafter, while you remain disabled and furnish medical evidence satisfactory to General Motors and the insurance company, you may receive salary continuation and insured sickness and accident benefits, followed by extended disability benefits. Social Security disability insurance benefits also may become payable.

If you are totally and permanently disabled, monthly benefits also may be payable to you from the Group Insurance Program, the Retirement Program, and personal accident insurance. In addition, you may receive a distribution of your accounts, if any, under the Savings-Stock Purchase Program and Employee Stock Ownership Plan.

If you lose a bodily member or your eyesight through accidental means, additional benefits may be payable under your extra accident insurance and under personal accident insurance.

General Motors pays the full cost of your GM disability insurance (except personal accident) while you are at work or are on an approved disability leave of absence.

SICKNESS AND ACCIDENT BENEFITS

For Employees In Classified Salaried Positions

You Are Covered . . .

for sickness and accident benefit insurance on the first day of the fourth month following the month in which you commence working with General Motors. If you are not at work on the date your insurance would otherwise start, coverage commences on the day you return to work.

While You Are Unable to Work . . .

because of sickness or injury and you are under the care of a doctor, sickness and accident benefits may be payable for as long as 12 months

Sickness and accident benefits also may be payable if you are disabled from surgery for sterilization, or if you are hospitalized for testing to determine suitability to be a donor for an organ or tissue transplant.

To Receive Sickness and Accident Benefits . . .

you must give written notice of any injury or sickness within 20 days after the accident causing your injury or the onset of sickness.

Sickness and Accident Benefits Begin . . .

after a 7-day waiting period (during which your salary may be continued)

Monthly Benefit Amounts . . .

are equal to 60% of your monthly base salary for periods of disability prior to the day you attain one year's length of service, and 75% thereafter, if you are otherwise eligible for sickness and accident benefits. Base salary, for this purpose, includes premium for necessary continuous 7-day operations but does not include overtime, night shift premium, or any cost of living allowance. Benefits are payable on your regular payday. These benefits are supplemented by salary continuation as shown in the table on page 31.

Duration of Benefits . . .

is based on your GM length of service or years of participation, if greater (see page 46).

For each month of service, you may receive one monthly benefit, up to a total of 12 monthly benefits.

If your GM service is less than 12 months, benefits nevertheless may continue for up to 12 months while you are hospitalized or while you are receiving workers compensation payments from General Motors.

If you return to work before the end of the maximum period for which you are eligible to receive sickness and accident benefits and are absent again because of the same or a related disability within three months, benefits pick up where they left off. If your second absence results from a different disability, the first absence does not affect the benefits or waiting period for the second absence.

EXTENDED DISABILITY BENEFITS

For Both Classified and Unclassified Employees

If you are still disabled after you receive sickness and accident benefits or salary continuation payments for the maximum period, or if you become disabled while on layoff and are still disabled after you receive layoff benefits for the maximum period, you may be eligible to receive monthly extended disability benefits.

Sickness and Accident Benefits Are Reduced By . . .

certain workers compensation or any unemployment compensation payments to which you are entitled for the same period that you receive sickness and accident benefits.

To Apply for Sickness and Accident Benefits . . .

you must complete a claim form provided by General Motors for that purpose and return it to your GM unit.

Employees In Unclassified Salaried Positions . . .

who become totally disabled may have all or part of their salary continued for up to 12 months while disabled, reduced by the amount of any Social Security disability insurance benefits received for the same period of disability.

In Certain States . . .

employees in either classified or unclassified salaried positions may be eligible under a statutory disability benefits law for disability benefits for time lost from work. If you are an employee working in California, Hawaii, New Jersey, New York, Puerto Rico, or Rhode Island, certain modifications in your sickness and accident benefits or salary continuation payments during disability are explained in a special enclosed insert.

You Are Covered . . .

for extended disability benefit insurance on the first day of the fourth month following the month in which you commence working with General Motors

To Receive Extended
Disability Benefits . . .

you must be totally disabled so as to be unable to engage in any regular employment with General Motors at the location where you last worked, and must not be working elsewhere.

Monthly Benefit Amounts . . .

are equal to 60% of your monthly base salary. Base salary, for this purpose, includes premium for necessary continuous 7-day operations but does not include overtime, night shift premium, or any cost of living allowance.

Duration of Benefits . . .

is based on your GM years of participation (see page 46).

- If you have 10 or more years of participation when you become disabled . . .

benefits are payable until recovery, but not beyond age 65.*

- If you have less than 10 years of participation when you become disabled . . .

benefits are payable until recovery — or if less, for a period equal to your years of participation at the commencement of disability (less the period during which sickness and accident benefits or salary continuation payments are received), but not beyond age 65.*

Extended Disability Benefits
Are Reduced By . . .

any Part A benefits and Part B supplementary benefits (see page 11) for which you may be eligible under the Retirement Program and any benefit for which you are eligible under a GM Pension Plan. In addition, governmental benefits such as workers compensation, certain Social Security benefits or any federal or state lost-time disability benefits are deductible. Increases in any of these benefits payable after extended disability benefits commence will not be deducted unless the increase represents an adjustment in the original determination of the amount of such benefit.

A Monthly Special
Benefit Equal To . . .

\$8.70 for months on or after October 1, 1979
\$9.20 for months on or after October 1, 1980
\$9.70 for months on or after October 1, 1981

will be payable to employees who are eligible to receive extended disability benefits, are not retired, and are enrolled in Medicare Part B.

To Apply for Extended
Disability Benefits . . .

you must complete a claim form provided by General Motors for that purpose and return it to your GM unit.

*However, effective January 1, 1979, if you should become disabled at or after age 63 and become eligible for extended disability benefits, benefits will be payable for up to 12 months, but not beyond age 70.

ILLUSTRATION OF SALARY CONTINUATION, SICKNESS AND ACCIDENT
 BENEFITS (S&A) AND EXTENDED DISABILITY BENEFITS (EDB)

TYPES OF DISABILITY PAYMENTS FOR PERIODS SHOWN BELOW				
LENGTH OF SERVICE	Full salary*	S&A and salary combined equal to full salary*	Maximum S&A benefits payable**	Maximum EDB payable
LESS THAN 1 YEAR	1st week		Up to 12 months	None
1 YEAR TO 5 YEARS	1st week	next 7 weeks	12 months	For a period equal to years of participa- tion (if under 10 less the period S&A and/or salary continuation paid but not beyond age 65***
5 YEARS TO 10 YEARS	1st week	next 12 weeks	12 months	To age 65*** (If years of participation are 10 or more)
10 OR MORE YEARS	1st week	next 25 weeks	12 months	

*For this purpose, full salary includes base salary, cost of living allowance, and premium for necessary 7-day operations, but does not include overtime or night shift premium.

**Employees in unclassified positions may have all or part of their salary continued for up to 12 months. They are not eligible for S&A.

***Effective January 1, 1979, an employee disabled at or after age 63 who becomes eligible for extended disability benefits may receive benefits for up to 12 months, but not beyond age 70.

TOTAL AND PERMANENT DISABILITY BENEFITS

Monthly Instalment Payment of Your Basic Life Insurance

may be elected if you have less than 10 years of participation and you become totally and permanently disabled before age 70 or the end of the month in which your length of service is broken, if earlier.

Monthly instalments, equal to the final monthly extended disability benefit amount payable may commence after you have received your final monthly extended disability benefit.

Monthly payments will continue until the total amount paid equals the amount of your basic life

insurance or \$100,000, if less. If the amount of your basic life insurance exceeds \$100,000, the excess will be canceled immediately prior to the commencement of the monthly payment and you will be entitled to convert the excess amount to an individual policy (see page 48).

Your designated beneficiary will be paid the remaining unpaid amount if you should die before you receive the full amount of your basic life insurance.

To Apply for Instalment
Payment of Your Life
Insurance . . .

you must complete a claim form provided by General Motors for that purpose and return it to your GM unit.

Your Basic Life, Extra Accident, and
Survivor Income Benefit Insurance
Will Be Continued . . .

at no cost to you while you are totally and permanently disabled prior to age 65 if you have 10 or more years of participation. At age 65, your extra accident and survivor income benefit insurance will be canceled and your basic life insurance will be reduced (see page 36).

Unreduced Retirement Program
Benefits May be Payable . . .

for the rest of your life if you are under age 65, with 10 or more years of credited service (see page 14).

Savings-Stock Purchase Program
and Employe Stock Ownership Plan
Accounts May Be Distributed . . .

regardless of your age or the length of your GM service if you are participating in these plans. All assets in your accounts, including all GM contributions, may be distributed in lump sums

YOU MAY BE ASKED TO BE EXAMINED BY . . .

a doctor, clinic, or other medical authority for the purpose of verifying disability at any time you may be eligible to receive sickness and accident benefits, extended disability benefits or instalment payments of life insurance. Generally, if you are found able to work, your benefits will be

discontinued. Failure to report for the examination may affect your eligibility for benefits. You will be reimbursed at 17¢ per mile for travel to and from the examination if your residence is 40 or more miles (one-way) from the examiner's office.

SOCIAL SECURITY DISABILITY INSURANCE BENEFITS

If you become disabled before age 65, you may be eligible for disability insurance benefits from Social Security. Your nearest Social Security office can tell you if you qualify. Benefits may be payable after you have been disabled for five full calendar months. However, you do not have to wait five months to apply.

The amount of Social Security benefits payable because of disability is generally in accord with the schedule set forth on page 18 for benefits payable at age 65.

EXAMPLE OF GM DISABILITY INCOME BENEFITS

An employee age 37 earning a base salary of \$2,000 per month with 11 years of service who becomes totally and permanently disabled would receive:

- Salary continuation and sickness and accident benefits equal to \$2,000 per month plus cost of living allowance for the first 6 months.
- Monthly sickness and accident benefits of \$1,500 (75% of salary) for the next 6 months followed by:
- Monthly extended disability benefits of \$1,200 (60% of salary) until age 65. This amount would include disability benefits from other sources such as Part A and Part B supplementary retirement benefits and Social Security disability insurance benefits. Any Part B primary retirement benefits would be in addition.
- Monthly total and permanent disability benefits payable for life under the Retirement Program.
- Entire account balance under the Savings-Stock Purchase Program and the Employee Stock Ownership Plan.

ADDITIONAL INSURANCE BENEFITS—FOR ACCIDENTAL INJURY

Your Extra Accident Insurance . . .

equal to one-half of your basic life insurance (as described on page 35), provides lump sum payments for bodily injuries (severance of a hand at or above the wrist joint or a foot, at or above the ankle joint, or the permanent loss of the sight of an eye) by accidental means if the loss occurs within two years of the accident. For any one of these losses, you may receive one-half of your extra accident insurance. Your full extra accident insurance may be paid to you if you should suffer two or more such losses. Extra accident insurance benefits are payable whether you are injured on or off the job. The loss cannot be due to disease, self-inflicted injury or any act of war.

If the Loss Occurs While You Are On Company Business . . .

an additional benefit may be paid equal to the amount of your extra accident insurance that is payable.

To Apply for Extra Accident Insurance Benefits . . .

you must complete a claim form provided by General Motors for that purpose and return it to the GM unit where you last worked.

Personal Accident Insurance . . .

also provides lump sum payments for loss of body members or eyesight as the result of an accident. Detailed information and enrollment cards are contained in the booklet, "Personal Accident Insurance."

OTHER BENEFIT PROGRAM COVERAGES WHILE ON DISABILITY LEAVE

Health Care Coverages

Your Health Care coverages (including dental) will continue to be provided at GM expense while you are on an approved disability leave and totally and continuously disabled. If you had

less than six months of service when your leave commenced, you must share the cost.

You may continue your comprehensive medical expense insurance coverage by paying the usual monthly employee contribution for as long as your basic coverages remain in effect.

Savings-Stock Purchase Program

You may continue regular monthly savings for up to one year while you are on an approved disability leave.

GM contributions continue to earn out while you are on disability leave.

Life and Disability Insurance

For any period during which you are entitled to receive sickness and accident benefits or salary continuation payments while you are totally disabled, basic life, extra accident, survivor income benefit, sickness and accident, and extended disability benefit insurance will be continued at no cost to you.

Thereafter, these coverages may be continued while you are totally and continuously disabled and remain on an approved disability leave of absence, but not to exceed the period equal to your years of participation (see page 46) as of the first day of disability. Also, such insurance may be continued while you are entitled to

receive monthly extended disability benefits after cancellation of your disability leave because the period of such leave equaled your length of service. General Motors will pay the full cost of your insurance during these periods.

You must pay the required monthly contributions to continue optional and dependent group life insurance while your basic life insurance remains in force.

Personal Accident Insurance

You may continue this coverage on yourself and any eligible dependents for 12 to 24 months, depending on the method you use to pay premiums and the premium due date.

Retirement Program

You may continue to make regular monthly contributions to Part B for up to one year while on an approved disability leave.

You may continue to accrue credited service for up to 11 months while on an approved disability leave as explained on page 12.



In the Event of Death

Your survivors may become eligible for benefits under both the GM Insurance Program and the GM Retirement Program. In addition, coverage is available for your spouse and dependents under the Insurance Program.

GM INSURANCE PROGRAM BENEFITS

You are eligible for basic life, extra accident, and survivor income benefit insurance on the first day of the month following the month in which you commence working with General Motors. In addition, these coverages will be provided for an employee who dies, prior to becoming insured, as a result of accidental bodily injuries caused solely by employment with General Motors.

If you are not at work on the date your insurance coverages would otherwise start, such coverages start the day you return to work.

General Motors pays the full cost of this insurance while you are at work.

You may increase the amount of your survivor benefits by enrolling for optional group life insurance or personal accident insurance, or both. You pay the cost of these additional coverages.

YOUR BASIC LIFE INSURANCE PRIOR TO AGE 65 . . .

is equal to 24 times your monthly base salary. Base salary, for this purpose, includes premium for necessary continuous 7-day operations but does not include overtime, night shift premium or any cost of living allowance.

You have the right to designate your beneficiary or beneficiaries and to change your beneficiary designation at any time.

Basic life insurance benefits are payable to your designated beneficiary if you should die from any cause while covered for life insurance. Your beneficiary may elect to receive benefits in a lump sum or in monthly installments under one of the optional income plans.

YOUR EXTRA ACCIDENT INSURANCE . . .

is provided while you are insured for basic life insurance to age 65 and is equal to one-half of your basic life insurance.

If you should die as the result of an accident while covered for extra accident insurance, your beneficiary will receive this insurance in addition to any other benefits payable in the event of death.

For extra accident insurance to be payable, your death must occur within one year following the accident and must not be due to disease, self-inflicted injury or any act of war.

IF DEATH SHOULD OCCUR AS THE RESULT OF AN ACCIDENT WHILE ON COMPANY BUSINESS . . .

an additional benefit will be paid equal to the amount of your extra accident insurance that is payable.

To Apply for Life and Extra Accident Insurance Benefits . . .

a beneficiary must make a claim on a form provided by General Motors for that purpose and return it to the GM unit where you last worked.

YOUR SURVIVOR INCOME BENEFIT INSURANCE . . .

is in force while you are insured for extra accident insurance and provides monthly payments in addition to your basic life and extra accident insurance. Two kinds of survivor income benefits are provided to eligible survivors of employees: a transition benefit and a bridge benefit.

• A Transition Benefit . . .

of \$300 per month may be payable to your eligible survivors for up to 24 months.

However, the transition benefit will be \$175 if the survivors are or become eligible for certain Social Security benefits.

waiver is received by General Motors on or before the date the survivor applies for survivor income benefits. The waiver may be terminated at any time. The termination will become effective the first day of the second month following receipt by General Motors of appropriate notice from the survivor.

• A Bridge Benefit . . .

of \$300 per month may be payable to your surviving spouse. To be eligible she or he must be at least age 45, or your surviving spouse's age, when combined with your years of participation, must total 55 or more, on the date of your death. In either case, your surviving spouse must have been married to you for at least one year.

The bridge benefit will begin after payment of the 24th transition benefit. Bridge benefits cease if the surviving spouse remarries or attains age 62 or the age at which full widow's or widower's insurance benefits or old age benefits become payable under Social Security, or dies.

Bridge benefits are not payable for any month for which a surviving spouse could qualify for a mother's or father's insurance benefit under Social Security, whether or not she or he actually receives the mother's or father's benefit.

To Apply for Survivor Income Benefits . . .

An eligible survivor must make a claim on a form provided by General Motors for that purpose and return it to the GM unit where you last worked.

• An Eligible Widow or Widower . . .

may waive survivor income benefits in order to receive a higher monthly benefit under the GM Retirement Program.

The waiver can become effective as early as the first day retirement benefits are payable if the

CONTINUING INSURANCE AFTER AGE 65

If you have 10 or more years of participation (see page 46) when you reach age 65, your basic life insurance will be continued without cost to you for your lifetime. However, the amount of your basic life insurance will be reduced each month by 2% of the amount you had in force at age 65 until the amount equals 1 1/2% for each year of participation times the amount in force at age 65.

For example, an employee with 30 years of participation who has \$50,000 of basic life insurance at age 65 would have \$22,500 of continuing life insurance after all reductions, as follows:

$$1\frac{1}{2}\% \times 30 = 45\% \times \$50,000 = \$22,500.$$

While you are at work for General Motors after age 65, your basic life insurance is continued for you subject to the age 65 reduction provisions. However, effective January 1, 1979, years of participation which you accrue after age 65 and any changes in your monthly base salary after age 65 will be used in determining the amount of continuing life insurance. Extra accident, survivor income benefit, sickness and accident and extended disability benefit insurance continue while you are in active service so long as basic life insurance remains in force.

If you terminate employment with General Motors for any reason after age 65, your extra accident, survivor income benefit, sickness and accident and extended disability benefit insurance coverages are canceled at the time you terminate employment. Your basic life insurance also is canceled if you do not have 10 years of participation at the time you terminate employment.

IN ADDITION TO THE COVERAGES PROVIDED AT NO COST TO YOU, THE FOLLOWING PROTECTION IS AVAILABLE UNDER THE INSURANCE PROGRAM:

Optional Group Life Insurance

You May Enroll for Optional Group Life Insurance . . .

in amounts of \$5,000, \$10,000 or \$15,000 or 1, 2, 3, 4 or 5 times your annual base salary. Annual base salary, for this purpose, equals 12 times your monthly base salary. Base salary includes premium for necessary continuous 7-day operations but does not include overtime, night shift premium or any cost of living allowance.

This insurance is in addition to your basic life insurance and is available to regular employees with 6 or more months of service while basic life insurance is in force.

You have the right to designate your beneficiary or beneficiaries. The beneficiary need not be the same as you designated for your basic life insurance.

You Contribute . . .

the full cost of optional group life insurance. Your local insurance office can advise you of the current monthly contribution rate for your age group. Rates are subject to change by the insurance company.

When You Attain Age 66 . . .

the amount of optional group life insurance in force on your 65th birthday will be reduced by 20% and by a like amount each year to age 70. You will be required to contribute for the coverage remaining in force. No optional group life insurance will be provided after the end of the month in which you attain age 70.

Additional Information:

concerning optional group life insurance is available in the enrollment folder which describes this coverage

Dependent Group Life Insurance

Effective January 1, 1980, Increased Dependent Group Life Insurance Became Available . . .

which will provide up to \$50,000 on your spouse and up to \$10,000 on each eligible child in increments of \$10,000 and \$2,000, respectively, if you elect to enroll.

You are eligible for this coverage if you are insured for at least \$5,000 of optional group life insurance and have an eligible dependent.

You are the beneficiary for dependent group life insurance. Benefits are payable to you in a lump sum if an eligible dependent should die from any cause while you are insured for dependent group life insurance.

An eligible dependent includes your spouse, and dependent children over 14 days of age who are eligible to be covered for basic Health Care coverages (excluding sponsored dependents).

You Contribute . . .

the full cost of dependent group life insurance. Your insurance office can advise you of the current monthly contribution rate for your age group. Rates are subject to change by the insurance company.

You May Continue . . .

dependent group life insurance to age 70 if you are insured for optional group life insurance. You must pay the required monthly contribution.

Additional Information:

concerning dependent group life insurance is available in the enrollment folder which describes this coverage.

Personal Accident Insurance

You May Enroll For Personal Accident Insurance . . .

in amounts from \$10,000 to \$250,000. You also may enroll your spouse and any eligible dependent children for this insurance. The maximum dependent coverage available is \$100,000 for your spouse and \$30,000 for each child. However, after you are age 70, insurance in force on any person insured may not exceed \$50,000.

You contribute the full cost of personal accident insurance. Your insurance office can advise you of the premium rates.

Benefits are payable to the designated beneficiary if you, your spouse or dependent child die by accidental means provided death was not the result of self-inflicted injury, experimental or test flight in an aircraft, or any act of war.

Detailed information concerning personal accident insurance and enrollment cards are contained in the booklet, "Personal Accident Insurance."

GM RETIREMENT PROGRAM SURVIVOR BENEFITS

In addition to benefits under the GM Insurance Program, your survivors may receive GM Retirement Program benefits under Part A and/or Part B.

If You Die Before Retirement

Part A Automatic Benefit For Your Surviving Spouse

If you die after attaining eligibility to retire voluntarily and have been married at least one year, a lifetime monthly Part A basic benefit may be payable automatically to your surviving spouse.

Your spouse's monthly benefit would be 60% of the monthly Part A basic benefit you would have received had you retired voluntarily and elected the survivor option.

Part B Optional Benefit For Your Surviving Spouse

You may elect this option on a form provided by the personnel department when you first become eligible to participate in Part B of the Program, provided you are then married. If you marry thereafter, you may elect this option on a form provided by the personnel department to become effective after one year of marriage.

If you die while this option is in effect, your surviving spouse will receive a monthly benefit equal to 60% of your unreduced accrued Part B primary and supplementary benefits.

FOR EXAMPLE

suppose you have this Part B survivor option in effect and you die in October 1981 at age 50 before you are eligible to retire voluntarily. You and your spouse are the same age, your average monthly base salary is \$4,000, you have contributed \$7,000 to Part B of the Program, and have 25 years of credited service. Your spouse would receive monthly benefits equal to 60% of your accrued Part B benefits, or in this case, an estimated \$450 a month for life.

If you are eligible to retire voluntarily on the date of your death and have this option in effect, your surviving spouse would receive 60% of the accrued Part B primary and supplementary benefit *plus* the Part A survivor benefit (or survivor income benefits under the GM Insurance Program as discussed on pages 35 and 36).

This option generally remains in effect until you are eligible to elect the survivor option after retirement, your employment terminates, you become divorced, you submit to General Motors your written revocation of the election, you are transferred to the hourly rolls for one year, or you withdraw from Part B of the Program.

If You Die After Retirement

Part A Basic and Part B Surviving Spouse Benefits

When you retire, you have the option to provide lifetime monthly benefits for your eligible surviving spouse after your death. This option will not be effective prior to one full year of marriage. If you elect the surviving spouse option, your benefits will be reduced by 5% provided the age difference between you and your spouse is not more than 5 years. If the age difference exceeds 5 years, your benefits will be further adjusted. Your surviving spouse's monthly benefit would be 60% of the monthly Part A basic and/or Part B benefits payable to you.

Generally, this survivor option becomes effective on the date you retire. However, if you retire due to disability before age 55 with less than 30 years of credited service, this option becomes effective at age 55. Prior to age 55, the following would apply:

- Under Part A, you may provide your spouse an actuarially determined 50% joint and survivor option (described below), and
- Any Part B optional benefit for your surviving spouse (described on page 38) would continue in effect until you attain age 55.

If you outlive your spouse or are divorced, you may cancel the Part A survivor option.

After retirement you may revoke both Part A and Part B survivor options. Consent of General Motors and/or the Metropolitan Life Insurance Company is necessary for any revocation while your spouse is alive.

If you cancel or revoke the option, your future benefits will be restored, upon application on a form available in the personnel department, to the amount payable without the option. Your previously designated survivor no longer would be eligible for a benefit.

If you marry or re-marry after you retire, you may elect the surviving spouse option under Part A of the program for your new spouse. This option is available only if you had not rejected the surviving spouse option for a previous spouse when it first was made available to you. The marriage or re-marriage provision is not applicable to Part B benefits.

If Your Spouse Is Receiving A Survivor Income Benefit . . .

under the GM Insurance Program, the Retirement Program Part A surviving spouse benefit will not be payable while monthly survivor income benefits are payable under the GM Insurance Program.

Special Benefit

When your surviving spouse is receiving a monthly Part A retirement benefit, the special benefit described on pages 17 and 18 also becomes payable upon attainment of age 65. This benefit can become payable prior to age 65, upon application, if your surviving spouse is receiving a monthly Part A retirement benefit and is enrolled for Part B of Medicare under Social Security.

Part A Basic and Part B Joint and Survivor Benefits—All Retirements

As an alternative to the surviving spouse option, you may elect a joint and survivor option. Under this option all or any part of your reduced monthly Part A basic and Part B benefits may be continued to any beneficiary you designate. For further information on this option, contact your personnel department.

Part A Joint and Survivor Option—Disability Retirement

If you retire due to total and permanent disability before age 55 with less than 30 years of credited service, you may provide a 50% joint and survivor (J&S) option for your spouse. The J&S option would pay your spouse 50% of your actuarially reduced monthly Part A basic benefit in the event you die before your spouse.

This option is applicable only if you are married on the date of the option election and throughout the one year period ending on the date of your death. Moreover, except for accidental death J&S benefits are not payable if you die within two years of the date of the option election. Benefit payments to the survivor commence on the first of the month following the month you would have attained age 65. J&S benefits are not payable while monthly survivor income benefit insurance is payable under the GM Insurance Program.

Once the J&S option becomes effective, it cannot be canceled until age 55. If your spouse should die or you are divorced before age 55, your benefits would continue to be reduced for your lifetime.

The regular survivor option (described on page 39) becomes available on the first of the month

HEALTH CARE BENEFITS FOR SURVIVORS

If You Die Before You Are Eligible To Retire Voluntarily . . .

your surviving spouse and dependent children are eligible while receiving survivor income benefits to be covered for the same Health Care coverages (except vision and dental) as were available to you. The full cost of this protection must be paid for by the surviving spouse. However, if he or she is eligible for a bridge benefit (as described on page 36), General Motors will pay the full cost for the first six months of basic Health Care protection.

If you were not eligible to retire voluntarily at the time of your death but you had elected the Part B optional survivor benefit and had at least 10 years of credited service under the Retirement Program, your spouse and eligible dependent children will be eligible for continued Health Care coverages (except vision prior to October 1, 1980). General Motors will continue to pay for basic coverages and for most of the cost of comprehensive medical expense insurance coverage. General Motors also will continue these coverages if you die as a result of accidental bodily injury caused solely by employment with General Motors. Health Care coverages will cease if your surviving spouse remarries or dies.

SAVINGS STOCK PURCHASE PROGRAM BENEFITS FOR SURVIVING SPOUSE

If you die while employed, and your surviving spouse is your beneficiary under this Program, he or she will receive your entire account balance, including all GM contributions

following your attainment of age 55, whether or not you reject the J&S option. This means that you may reject the J&S option prior to age 55 and elect the regular survivor option at age 55.

A surviving spouse age 65 or older who is eligible but not enrolled for Medicare Part B coverage is not eligible for GM payment for any Health Care coverages.

If You Die After Retirement Or After You Are Eligible To Retire Voluntarily . . .

all Health Care coverages (except vision prior to October 1, 1980) that were available to you will be provided to your surviving spouse and eligible dependent children.

General Motors will continue to pay for basic coverages and for most of the cost of comprehensive medical expense insurance coverage except when you retired voluntarily as early as age 55 and prior to age 60 and your combined years of age and credited service totaled less than 85. In this case your surviving spouse would be required to pay the full monthly cost of these coverages.

A surviving spouse age 65 or older who is eligible but not enrolled for Medicare Part B coverage is not eligible for GM payment for any Health Care coverages.

In lieu of a lump sum settlement, your surviving spouse may convert all or part of the eligible assets to a lifetime annuity, provided your surviving spouse was the beneficiary of at least \$5,000 of assets eligible for such conversion.

EMPLOYEE STOCK OWNERSHIP PLAN

In the event of your death, your designated beneficiary or estate will receive all assets to which you would have been entitled following termination of employment (see page 48).



If You Are Laid Off

If you are a regular classified salaried employee with length of service of one or more years and are placed on layoff-inactive status, as described in the booklet "Working With General Motors," you may be eligible for semi-monthly payments under the Layoff Benefit Plan. For purposes of this Plan, length of service will include all unbroken salaried and hourly service with General Motors.

Unclassified employees are covered by the Separation Allowance Plan described on the next page.

LAYOFF BENEFITS

The Amount of Layoff Benefits . . .

is based on your base salary at time of layoff plus the cost of living allowance (COLA) applicable to the semi-monthly period for which the layoff benefit is being paid. The monthly total of semi-monthly payments will be based on:

- 75% of your monthly pay (including COLA) for the first 6 months of layoff for which benefits are payable, and
- 60% of your monthly pay (including COLA) for up to the next 6 months of the continuing layoff for which benefits are payable.

The following amounts, if any, will be deducted from the amount of your layoff benefits:

- any unemployment compensation (UC) received or to which you are entitled, and any state disability benefits received; plus
- any GM pay received or made available; plus
- 75% of any earnings received from another employer or from self employment; plus
- any unemployment payments to which you are entitled under any GM plan or program to which General Motors has contributed.

Layoff benefits will be payable automatically. You do not have to file an application to receive layoff benefits.

FOR EXAMPLE . . .

assume you have 2 or more years of length of service, are married and have 2 dependent children, you live and work in Detroit, Michigan, and you are laid off January 1, 1980 with a monthly base salary of \$2,160 (including the monthly equivalent of cost of living allowance):

Month of January 1980	
Base Salary (including COLA)	\$2,160.00
75% of base salary (including COLA)*	1,620.00
1st Semi-Monthly Period (1st-15th)	
Benefit level (1/2 of \$1,620)	810.00
Less: State UC for period**	228.57
Less: Earnings and other benefits	—0—
GM layoff benefit payable	<u>\$581.43</u>
2nd Semi-Monthly Period (16th-31st)	
Benefit level (1/2 of \$1,620)	810.00
Less: State UC for period	292.57
Less: Earnings and other benefits	—0—
GM layoff benefits payable	<u>\$517.43</u>
Total GM Layoff Benefits payable for month	<u>1,098.86</u>
Total UC payable for month	<u>521.14</u>
Total layoff income for January	<u>\$1,620.00</u>

*Layoff Benefit calculation would be based on 60% of monthly base salary (including the then applicable cost of living allowance) starting with the 7th month of continuing layoff for which benefits are payable.

**Michigan unemployment compensation (UC) amount based upon weekly benefit rate of \$128.00.

Duration of Layoff Benefits . . .

is based on your length of service when initially placed on layoff-inactive status.

If your length of service is 1 year or more, you may receive layoff benefits for 6 months, plus 1 additional month of benefits for each additional 2 full months of service beyond 1 year — up to a maximum entitlement of 12 months of layoff benefits. Thus, if you have 2 or more years of service at the time you are initially placed on layoff-inactive status, you may be entitled to the maximum of 12 continuous months of layoff benefits.

Initial Benefit Entitlement and Regeneration of Entitlement . . .

will be based on 1 month of entitlement for each 2 full months of service comprised of one or more of the following:

- (a) periods of active service (any month for which pay is received from General Motors);
- (b) any period of GM approved military leave of absence; and
- (c) any period of absence from work because of occupational injury or disease incurred in the course of GM employment and for which you received workers compensation while on GM approved leave of absence;

up to a maximum entitlement of 12 months of layoff benefits for 24 months' service.

For example:

An employee with 16 months length of service was initially laid off for 6 months starting January 1, 1980. The 16 months of active service provided 8 months of layoff benefit entitlement at time of layoff. The employee returned to work on July 1, 1980 with 2 months of unused benefit entitlement remaining to his credit.

After working 14 months, the employee is again laid off on September 1, 1981. During the 14 months of active service, the employee regenerated 7 months of layoff benefit entitlement

which, when added to the 2 months of entitlement remaining after the first layoff period, provides 9 months of layoff benefit entitlement for the layoff period starting September 1, 1981.

Information Required

At time of layoff, you will be requested to complete a data statement indicating the address where you want your layoff benefit checks to be mailed and certain information with respect to your unemployment compensation benefit status and estimated outside earnings.

At the end of each month of layoff-inactive status (or at other times as deemed necessary) you will be required to complete a certification statement with respect to the past month, giving information concerning the amounts of unemployment compensation received or, if denied, for what reason; the amount of any earnings received or receivable; the amount of any other benefits or payments for unemployment received or receivable; an estimate of any earnings to be received for the following month; and any other information relative to your entitlement or benefit amount. This certification statement must be returned promptly so that any necessary adjustments can be made and not delay the layoff benefit payable to you for the next month.

SEPARATION ALLOWANCE PLAN

Unclassified Employees . . .

who have at least 12 months length of service, and are placed on layoff-inactive status, will be eligible for layoff allowance payments under the Separation Allowance Plan.

Such payments are based on your "average monthly salary" as defined in the Plan. The maximum amount of separation allowance ranges from one-half month of average monthly salary for employees with 1 to 3 years of service to 12 times average monthly salary for employees with 29 or more years of service.

The Separation Allowance Plan is discussed in the booklet "Working with General Motors".

OTHER BENEFIT PROGRAM COVERAGES WHILE ON LAYOFF

Health Care Coverages

If you have length of service of at least one year, your basic Health Care coverages (excluding dental) will continue to be provided at GM's expense for up to 13 months. These coverages are available for up to 12 additional months, based on your length of service, if you pay the full monthly contribution.

If you have been employed by General Motors for less than 1 year, your basic Health Care coverages may be continued for the number of months equal to the period of your employment. You must pay one-half the monthly contribution.

You may continue your comprehensive medical expense insurance coverage by paying the required monthly employee contribution while your basic coverages remain in effect. Your dental coverage will be continued only to the end of the month following the month in which you last worked.

Retirement Program

You may continue to accrue credited service for up to 11 months while on layoff. However, you cannot make contributions while on layoff.

If layoff occurs after you have attained age 40 and you reach age 55 with 10 or more years of unbroken credited service, you may qualify for special early retirement with unreduced benefits.

If your layoff continues for longer than 12 months, you may have your Part B contributions returned to you with interest. In lieu of a return of contributions, you may elect to receive a paid-up annuity certificate. If you are later rehired in a GM salaried position before your continuous service is broken, and you immediately resume contributing under Part B, you may return your annuity certificate and have your Part B benefits reinstated.

If, after 12 months of layoff you have 10 or more years of credited service which would remain unbroken upon your attaining age 55, you may leave your contributions in the Program until you retire.

Savings-Stock Purchase Program

No savings are permitted, although you have the following rights in your various classes:

For Classes Which Have Not Matured

- During the period you remain on layoff-inactive status, you may leave your assets in this Program and continue to earn out GM contributions. You retain the usual withdrawal privileges.
- Upon separation from layoff-inactive status:
 - If your continuous employment at date of layoff was 5 or more years, you will receive a full distribution of all assets in your account, including all GM contributions.
 - If continuous employment was less than 5 years, you will receive assets attributable to your savings and related earnings plus those assets, including earnings, attributable to GM contributions which have been earned out.

For Classes Which Have Matured

- During the period you remain on layoff-inactive status, you may leave all assets in the Program until your separation from inactive status. You retain the usual withdrawal privileges.
- Upon separation from inactive status, you will receive all your assets in the Program including GM contributions previously earned out in full.

Employee Stock Ownership Plan

You will receive a full distribution of your entire account balance, in the year following the year you complete 12 months of layoff.

Life and Disability Insurance

For the first month following the month in which you last worked prior to layoff, basic life, extra accident, survivor income benefit, sickness and accident, if any, and extended disability benefit insurance will be continued at GM expense.

Thereafter, you may continue basic life, extra accident, and survivor income benefit insurance for the next 12 months. If you had one or more years of recognized length of service when your layoff commenced, General Motors will pay for your insurance for this 12-month period.

Following this period, while your GM length of service remains unbroken, you may continue basic life, extra accident, and survivor income benefit insurance for up to an additional 12 months of layoff.

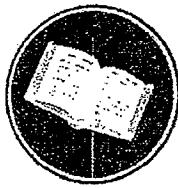
You must contribute 50 cents for each \$1,000 of basic life insurance for any month in which General Motors does not contribute. You must pay the required monthly contributions to continue optional and dependent group life insurance while basic life insurance remains in force.

If you become disabled while on layoff-inactive status, and sickness and accident insurance is not in force, benefits may be continued up to your maximum entitlement under the Layoff Benefit Plan. If you continue to be disabled after you have received layoff benefits or separation allowance for your maximum entitlement, you may be eligible for monthly extended disability benefits (see pages 29 and 30).

At the time of layoff, you will be given a notice explaining your insurance continuance privileges and any monthly contributions you may have to make.

Personal Accident Insurance

You may continue this coverage on yourself and any eligible dependents for 12 to 24 months, depending on the method you use to pay premiums and the premium due date.



General Information About Your Benefits

GENERAL MOTORS PAYS THE FULL COST OF...

Part A of the Retirement Program, basic Health Care coverages, basic life and disability insurance, and the Layoff Benefit Plan. In addition, General Motors contributes most of the cost of Part B of the Retirement Program and the Comprehensive Medical Expense Insurance Program. Under the Savings-Stock Purchase Program, General Motors contributes \$1.00 for each \$1.00 an employee saves up to 5% of eligible salary and \$.60 for each \$1.00 an employee saves from 5% to 10% of eligible salary.

The amounts of Retirement Program contributions are actuarially determined. General Motors makes periodic contributions to the Layoff Benefit Plan to maintain the level of the fund at two times the average monthly gross payments paid to employees during the last 12 months.

All basic coverages under the Insurance Program are paid for by General Motors while you are in active service. The amounts of Insurance Program contributions are determined by the carriers.

The Employee Stock Ownership Plan is provided to classified employees at no cost to them. Employees may contribute to the Plan to receive additional matching GM contributions to their account. Other benefits made available by General Motors, the full costs of which are borne by employees, are optional group life insurance, dependent group life insurance, and personal accident insurance.

WHEN INSURANCE COVERAGES START

Basic life, extra accident and survivor income benefit insurance coverages start on the first day of the month following the month in which your employment commenced.

Sickness and accident and extended disability benefit insurance coverages start on the first day

of the fourth month following the month in which your employment commenced.

Health Care coverages, except for dental, hearing aid and vision coverages, start on the first day of the fourth month following the month in which your employment commenced (third month prior to October 1, 1980).

Dental, hearing aid and vision coverages start on the first day of the month which follows the month in which you were actively at work after acquiring one year of service.

If you are not at work on the day your basic life, extra accident, survivor income benefit, sickness and accident, and extended disability benefit insurance coverages would otherwise start, coverages start the day you return to work.

CESSATION OF INSURANCE COVERAGE

Basic life, extra accident, survivor income benefit, sickness and accident, and extended disability benefit insurance coverages cease on the day you quit voluntarily or are discharged. Health Care coverages cease at the end of the month in which you quit voluntarily or are discharged. If your employment is terminated for any other reason, except retirement, all coverages continue until the end of the month in which length of service is broken.

Optional and dependent group life insurance cease immediately if you quit voluntarily or are discharged. If you leave General Motors for any other reason except retirement, insurance continues until the end of the month in which your length of service is broken. If you fail to make a required monthly contribution, insurance will cease at the end of the month preceding the month for which the contribution was due. Dependent group life insurance coverage also ceases for any person when that person no longer is an eligible dependent.

YEARS OF PARTICIPATION UNDER THE INSURANCE PROGRAM

Prior to September 1, 1950 . . .

years of participation, in general, equal your recognized length of service at September 1, 1950.

From September 1, 1950 through December 31, 1973 . . .

you receive credit prior to age 65 while insured for life insurance, plus any period while on military leave or while receiving your life insurance in instalments because of total and permanent disability. If you are not insured for a period in excess of 24 consecutive months and your recognized length of service is broken, you lose credit for prior years of participation.

If your credited service under the GM Retirement Program is greater than your years of participation, credited service may be used instead of years of participation.

On and After January 1, 1974

For insurance purposes, your credited service accrued on and after January 1, 1974 under the Retirement Program will be added to your years of participation under the Insurance Program (or credited service, if greater) as of December 31, 1973. In addition, if you work beyond age 65, your years of participation will include the greater of all periods during which you are insured for basic life insurance after the month you attain age 65 and prior to the date your length of service is broken, or any credited service accrued under the Retirement Program after you attain age 65.

INSURANCE CERTIFICATES . . .

containing all the detailed provisions of the group insurance benefit coverages you have under the policies issued to General Motors Corporation by its insurance carriers will be made available to you.

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YOUR GM LENGTH OF SERVICE . . .

is your period of employment with an employing unit of General Motors which is considered unbroken. Your length of service is important to you because it determines the extent of your participation in various employee benefit programs.

Length of service is not recognized until you attain the status of a regular employee.

You become a regular employee upon completion of your probationary period of employment, generally after 6 continuous months of salaried employment. This 6 months is then included in your length of service.

For more information about length of service, contact your supervisor or salaried personnel representative or refer to the salaried employee handbook "Working With General Motors".

BENEFITS FOR PART-TIME EMPLOYEES

Only those part-time salaried employees who are regularly scheduled to work at least half their employing unit's base work week may participate in the GM benefit programs for salaried employees. Generally, the level of coverage is proportional to time worked.

TEMPORARY EMPLOYEES

Employees who are employed on a day-to-day basis (for example, to perform short-term emergency work) may not participate in any of the GM benefit programs.

BENEFITS FOR COMMISSION SALES EMPLOYEES

Employees who are compensated in whole or in part on a sales commission basis may participate in the GM Savings-Stock Purchase Program, Retirement Program, Employee Stock Ownership Plan (ESOP) Insurance Program and the Layoff Benefit Plan. The extent of their participation, with the exception of ESOP, is determined by an "annual earnings base" schedule established by General Motors.

BENEFIT PROGRAM COVERAGES WHILE ON NON-DISABILITY LEAVE

If you are granted a leave of absence for a reason other than disability, you can continue your benefit coverages as described below:

Health Care Coverages

Your basic Health Care coverages may be continued for up to 12 months (or for the duration of an educational leave) provided you pay one-half the monthly subscription or contribution charge. Dental coverages may not be continued.

If you are granted a non-disability leave of absence in anticipation of disability, your Health Care coverages may be continued at GM expense starting the first of the month following certification of disability provided you continue your basic Health Care coverages in force by making the required monthly contribution during your non-disability leave.

You may continue your comprehensive medical expense insurance coverage by paying the usual monthly employee contribution while your basic coverages remain in effect.

Retirement Program

Generally, you continue to be covered by the provisions of the Program while on leave. However, you cannot make contributions, and no credited service can accrue except in the case of an approved military leave of absence.

Savings-Stock Purchase Program

Although no additional savings are permitted, you may leave your assets in the Program and continue to earn out GM's contributions.

Life and Disability Insurance

For the first month following the month you last work prior to an approved leave of absence

other than for disability, basic life, extra accident, survivor income benefit, sickness and accident, and extended disability benefit insurance will be continued with General Motors paying the cost.

Thereafter, you may continue basic life, extra accident, and survivor income benefit insurance for the next 11 months (or for the duration of an educational leave) provided you contribute 50 cents for each \$1,000 of basic life insurance.

Sickness and accident and extended disability benefit insurance may be reinstated if you were granted a non-disability leave of absence because of a medical condition that may be expected to result in total disability in the future, (e.g., anticipated surgery or termination of pregnancy). For insurance to be reinstated you must have been making contributions to continue your basic life insurance and present medical evidence satisfactory to the insurance company that you are totally disabled.

General Motors will pay the full cost of your life and disability insurance starting the first of the month in which you present evidence of total disability satisfactory to General Motors. General Motors will continue to pay the full cost of your insurance coverages on the same basis as provided for an employee on a disability leave as described on page 34.

You must pay the required monthly contributions to continue optional and dependent group life insurance while basic life insurance remains in force.

Personal Accident Insurance

You may continue this coverage on yourself and any eligible dependents for 12 to 24 months, depending on the method you use to pay premiums and the premium due date.

IF YOU LEAVE GENERAL MOTORS . . .

prior to retirement, you will have certain rights and be required to make certain decisions relative to your benefit program coverages, as described below:

Insurance Program Conversion Privileges

During the 31 days following cancellation of your insurance coverages . . .

- You may convert at your expense to whatever "direct pay" individual contract for basic Health Care (but not dental or vision) coverage is then available from the local plan in which you have been enrolled. Application may be made in accordance with a notice which you will receive from the local plan or from your GM employing unit. Comprehensive medical expense insurance coverage may not be converted.
- You may convert at your expense all or part of your basic life, survivor income benefit, and/or optional group life insurance to an individual policy without medical examination. Dependent group life insurance may be converted only by your dependents. Any type of life insurance policy, except term insurance, then being issued by Metropolitan Life may be selected. Application may be made at any local office of Metropolitan Life or at its home office, One Madison Avenue, New York, New York 10010.
- Your personal accident insurance may be converted at your expense to an individual policy of personal accident insurance customarily issued by the Continental Casualty Company. Application may be made directly to the Detroit Insurance Agency, 7650 Second Avenue, Detroit, Michigan 48202

Retirement Program

Part A basic and Part B supplementary benefits—if you leave General Motors before retirement and have 10 or more years of credited service, you will be eligible at age 65 for deferred Part A basic and Part B supplementary benefits, if any. You may elect to have these benefits start as early as age 55 and prior to age 65 on a reduced basis. Benefits would commence only after you have submitted an application which would be given to you following your break in credited service.

Part B primary benefits—if you leave General Motors before retirement, you may leave your Part B contributions in the Program, — or — withdraw your contributions plus interest.

If you leave your Part B contributions in the Program and have contributed for 5 or more years, you may be entitled to unreduced monthly Part B primary benefits at age 65, or as early as age 55 on a reduced basis. If you have contributed for less than 5 years, you will receive benefits based only on your contributions

Savings-Stock Purchase Program

If employment ends before class maturity and you have savings in one or more classes which have not matured at the time you leave General Motors, you will receive at least the assets representing your savings plus interest.

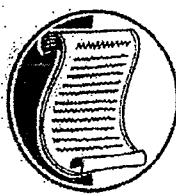
Full earn-out of GM contributions will occur prior to maturity of the class if you are terminated as a layoff-separated employee, or special separation in connection with the sale of a General Motors-owned activity, provided you have 5 or more years of continuous service at the time of your layoff or special separation.

For all other terminations (except discharge), you will receive the earned-out GM contributions.

Regardless of the reason for your termination, you will receive all your Program assets held in trust for matured classes, including fully earned-out GM contributions.

Employe Stock Ownership Plan

You will receive two distributions of your account following your termination of employment. The first distribution will be in February following the year of termination. It will consist of your entire balance at that time. In February of the second year following the year of termination, any amount allocated to your account for the year in which you left General Motors will be distributed. You will not receive a plan allocation or have the opportunity to contribute to the Plan for a plan year during which you quit or were discharged.



Information Related to the Employee Retirement Income Security Act of 1974 (ERISA)

TYPES OF PLANS

The GM Retirement Program is a defined benefit plan providing trusteed and insured retirement benefits to employees who retire, and to their eligible survivors. The GM Insurance Program is an insured welfare benefit plan providing life and disability insurance to employees, as well as Health Care coverages to employees and their eligible dependents. The GM Layoff Benefit Plan is a welfare benefit plan. The GM Layoff Benefit Plan provides trusteed benefits while employees are absent from work due to layoff. The GM Savings-Stock Purchase Program is a defined contribution plan providing trusteed benefits on a class year basis to employees who elect to participate in this program. The GM Employee Stock Ownership Plan for Salaried Employees is a defined contribution plan providing benefits to classified salaried employees in the form of common stock ownership in General Motors.

Retirement Program trusteed benefits, Savings-Stock Purchase Program and Employee Stock Ownership Plan benefits are provided through the National Bank of Detroit. All life and disability benefits and Retirement Program insured benefits, as well as Health Care benefits for certain employees, are provided through the Metropolitan Life Insurance Company. Health Care benefits for other employees are provided through additional insurance companies, a number of local plans providing these coverages, and health maintenance organizations. Layoff Benefit Plan trusteed benefits are provided through the Detroit Bank and Trust Company. General Motors is responsible for administration of the plans described in this booklet.

PLAN YEAR

December 31 is the end of the plan year for the Insurance Program, Savings-Stock Purchase Program, Employee Stock Ownership Plan and Layoff Benefit Plan. Records of these plans are kept on a calendar year basis. The Retirement Program plan year ends on September 30. Retirement Program records are kept on a fiscal year basis ending September 30.

NAMED FIDUCIARY

The Finance Committee of General Motors Corporation is the named fiduciary of the plans described in this booklet.

ADMINISTRATOR

General Motors Corporation is the sponsoring employer and administrator of the benefit plans described in this booklet. The administrator's address is Room 13-266, General Motors Building, Detroit, Michigan 48202.

IDENTIFICATION NUMBER

General Motors' employer identification number is 38-0572515. Plan numbers are as follows:

PLAN	
Name	Number
Retirement	001
Savings-Stock Purchase	002
Employee Stock Ownership	008
Insurance	501
Layoff Benefit	502
Comprehensive Medical Expense Insurance	504

LEGAL PROCESS

Service of legal process on General Motors Corporation may be made at any office of the CT Corporation. The CT Corporation, which maintains offices in all 50 States, is the statutory agent for service of legal process on General Motors. The procedure for making such service generally is known to practicing attorneys. Service of legal process also may be made upon the administrator at Room 13-253, General Motors Building, Detroit, Michigan 48202.

PARTICIPANT RIGHTS

As a participant in GM benefit plans you are entitled to certain rights and protections under the Employee Retirement Income Security Act of

1974 (ERISA). ERISA provides that all plan participants shall be entitled by law to:

Examine, without charge, at the plan administrator's office and at other locations, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan administrator with the U.S. Department of Labor, such as annual reports and plan descriptions.

Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report.

Obtain once a year, free of charge, upon written request, a statement telling you whether you have a right to receive a retirement benefit at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to get such right.

FIDUCIARY RESPONSIBILITIES

In addition to creating rights for plan participants, ERISA imposes duties upon the persons who are responsible for the operation of employee benefit plans.

These persons are referred to as "fiduciaries" in the law. Fiduciaries must act solely in the interest of the plan participants and they must exercise prudence in the performance of their plan duties.

If your claim for a benefit is denied, in whole or in part, you will receive a written explanation of the reason for the denial. You have the right to a review and reconsideration of your claim.

If you request materials and do not receive them within 30 days, you may file suit in a federal

court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If you should file suit for any reason, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the above statement or about your rights under ERISA, you may wish to contact the plan administrator or the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

BENEFIT GUARANTEE

Certain benefits under the GM Retirement Program are guaranteed by the Pension Benefit Guaranty Corporation (PBGC) if the plan terminates. However, the PBGC guarantees only normal-age retirement benefits, early retirement benefits (up to the amount accrued for normal retirement), and certain disability and survivor's pensions.

The PBGC guarantees vested benefits at the level in effect on the date of plan termination.

However, if benefits have been increased within five years before plan termination, the benefit increases may not be guaranteed. No benefit increase that has been in effect for less than 12 full months before the plan terminates is guaranteed. Moreover, there is a statutory ceiling on the amount of an individual's monthly benefit that PBGC guarantees. You may wish to address any inquiries you may have to: Pension Benefit Guaranty Corporation, 2020 K Street, N.W., Washington, D.C. 20006 (phone # (202) 254-4817).

TRUSTEES

Trustees of the Retirement Program, who accumulate assets through which trustee retirement benefits (Part A and Part B supplementary) are provided, are as follows:

American National Bank & Trust Company of Chicago 33 La Salle Street Chicago, Illinois 60690	Mellon Bank, N.A. Mellon Square Pittsburgh, Pennsylvania 15230
Ameritrust 900 Euclid Avenue Cleveland, Ohio 44101	Morgan Guaranty Trust Company of N.Y. 9 West 57th Street New York, New York 10019
Bank of America, N.T & S.A. Bank of America Center Box 37000 San Francisco, California 94137	National Bank of Detroit 611 Woodward Avenue Detroit, Michigan 48232
Bankers Trust Company 280 Park Avenue New York, New York 10017	The First National Bank of Boston P.O. Box 1882 Boston, Massachusetts 02105
Chase Manhattan Bank, N.A. 1211 Avenue of the Americas New York, New York 10036	The First National Bank of Chicago One First National Plaza Chicago, Illinois 60670
Citibank 153 East 53rd Street New York, New York 10022	Wells Fargo Bank, N.A. P.O. Box 44029 San Francisco, California 94144
Harris Trust & Savings Bank 111 West Monroe Street Chicago, Illinois 60690	

Insured retirement benefits (Part B primary) are provided through the following insurance companies:

Aetna Life Insurance Company 151 Farmington Avenue Hartford, Connecticut 06115	Prudential Life Insurance Company Prudential Plaza Newark, New Jersey 07101
Metropolitan Life Insurance Company One Madison Avenue New York, New York 10010	

The Trustee of the Savings-Stock Purchase Program and Employe Stock Ownership Plan, who accumulates assets through which these benefits are provided, is:

National Bank of Detroit
611 Woodward Avenue
Detroit, Michigan 48232

The Trustee of the Layoff Benefit Plan, who accumulates assets through which layoff benefits are provided, is:

The Detroit Bank and Trust Company
211 Fort Street
Detroit, Michigan 48231

APPLICATION AND CLAIMS REVIEW PROCEDURES

To receive benefits under these employee benefit plans, you will need to file an application. Appropriate forms are available from the personnel department at the location where you are employed. After your application is received, your eligibility for benefits will be determined, and you will be advised accordingly. If you do not receive a response within a reasonable period of time, or you have questions about your benefits, please inquire through your supervisor or personnel department.

If your application for benefits is denied in whole or in part, written notice will be made to you as soon as practicable but no later than 90 days after receipt of your application. This notice will include specific reasons for the denial and will refer to the plan provisions upon which the denial is based. The notice also will include a

description of any additional information that may be needed if the claim is to be resubmitted. An explanation of the procedure by which you may have your denied claim reviewed also will be included in the notice. The review procedure is summarized below.

Within 60 days after you receive the notice that your claim is denied in whole or in part, you may make a written request to have your claim reviewed. As part of the review you may submit any written comments that you feel may support your claim. You also may review pertinent documents related to your claim. A written decision on your request for review will be furnished to you within 60 days (120 days if special circumstances require an extension of time) after your written request for review is received. This written decision on the review will include the specific reasons for the decision and will set forth specific reference to plan provisions upon which the decision is based.



Retirement INCOME

Through December 31, 1979, your credited service is 14 YEARS AND 4 MONTHS.

Your contributions are:

Prior to 7-1-77

7-1-77 to 10-1-79

After 10-1-79

If you work for GM until age 65 in 2011, your estimated monthly retirement income

From the Retirement Program

- Noncontributory benefits
- Contributory benefits

From Social Security

- Yourself
- Dependent spouse at age 65

Total Monthly

* ASSUMES CONTINUED CONTRIBUTIONS TO AGE 65 AND NO WITHDRAWALS.

Estimated retirement benefits are based on:

- The assumption that your current pay will stay the same until retirement.
- Retirement payments for your lifetime only (if you elect a survivor option, benefits would be reduced). Estimates of your retirement income at other ages are available upon request from your Personnel Office.

Plus

If you retire from GM (except at employee option between ages 55 and 60 when your age and credited service total less than 85):

- You may take your Savings-Stock Purchase Program account in a lump sum, or convert part of your account to a lifetime annuity.
- Your health care coverage will be continued for your lifetime.
- A portion of your life insurance and Personal Accident Insurance may be continued for your lifetime. Reduced Optional Life Insurance may be continued until age 70.